



APPLICANT NAME: _____
(First Name & Last Name)

ACKNOWLEDGMENT, WAIVER AND RELEASE

This form must be signed by each volunteer who will participate (*Participant*) in or otherwise be involved with the City of Houston (*City*) Volunteer Program (*Program*). Volunteers under age 18 must have this form signed by a parent or legal guardian.

I ACKNOWLEDGE and UNDERSTAND that I am volunteering my services to the *Program* gratuitously, without any express or implied promise by the *City* to compensate me for my services, and I ACKNOWLEDGE and UNDERSTAND that I am not entitled to, and will not receive, remuneration of any kind, including, but not limited to, salary or reimbursement for my transportation, parking, travel, or any other expenses whatsoever which may be incidental to my services as a volunteer for the *Program*.

I ACKNOWLEDGE and UNDERSTAND that I am not an employee of the *City*. I ACKNOWLEDGE and UNDERSTAND that because I am not an employee of the *City*, I am not entitled to any benefits normally associated with employment, including, but not limited to, Workers' Compensation, retirement and leave accrual. I ACKNOWLEDGE and UNDERSTAND that there has been, and will be, no promise of future employment with the *City*.

I ACKNOWLEDGE and UNDERSTAND that I am not an agent of the *City* and I will not make any commitment on behalf of the *City* to third parties.

I ACKNOWLEDGE and UNDERSTAND that I must conform to the rules and regulations of the *City* to the best of my ability including, but not limited to, timely notice if I am sick and cannot be in attendance, and timely arrival at the office or work site to commence my services on the days I have agreed to perform my services. I ACKNOWLEDGE and UNDERSTAND that my services as a volunteer can be terminated at any time by me or by the *City*.

I ACKNOWLEDGE and UNDERSTAND that I will be participating in the *Program* at my own risk. I affirm that I am physically fit and prepared to perform services in the *Program*. I will not create an unsafe situation for other individuals, or myself, nor will I use any tool or engage in any task with which I am not completely comfortable. I will abide by all applicable federal, state and local laws, as well as the rules and directions of the *Program* coordinators. If I see any situation that I feel is unsafe, I will call it to the attention of a safety coordinator.

I ACKNOWLEDGE and UNDERSTAND that I may be exposed to confidential information while participating in the *Program* and I agree to respect the confidential nature of all information, whether in files or in electronic form, and/or any other confidential information which may be revealed to me in any other manner (including contacts with third parties who relate confidential information to the *City*). I also agree not to remove any such information, or any copies thereof or other recording whatsoever from the *City*'s work locations. I represent and warrant that I am not currently representing a member of, and/or associated with any person or entity against any *City* interests. I further agree that I will not represent any person or entity in the future in a matter adverse to the *City* on which I worked in the *Program*.

I represent and warrant that I have never been charged with or convicted of a violation of any criminal statute, whether felony or misdemeanor, (excluding parking violations) and further

represent and warrant that I am not now or have never been on any form of parole, probation or deferred adjudication. I hereby authorize the *City* to research my personal background, as it deems necessary, for my driving record and criminal history. I further authorize the *City* to perform a drug test if my volunteer services include safety impact duties.

IN CONSIDERATION OF *PARTICIPANT* BEING PERMITTED TO PARTICIPATE AND AS A CONDITION TO BEING ALLOWED TO PARTICIPATE IN THE *PROGRAM*, I, THE UNDERSIGNED, FOR AND ON BEHALF OF MYSELF, MY MINOR CHILD (IF APPLICABLE), MY HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS, HEREBY RELEASE, ACQUIT AND FOREVER DISCHARGE THE CITY OF HOUSTON, TEXAS, TOGETHER WITH ITS FORMER AND PRESENT ELECTED AND APPOINTED OFFICIALS, DIRECTORS, LEGAL REPRESENTATIVES, AGENTS, SERVANTS, EMPLOYEES (IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES), VOLUNTEERS, SUCCESSORS, ASSIGNS, AND ALL AFFILIATED PERSONS AND ENTITIES (HEREINAFTER COLLECTIVELY *CITY*), OF, FROM AND AGAINST ANY AND ALL LIABILITIES OF EVERY KIND, CLAIMS, CAUSES OF ACTION, WHETHER AT LAW OR IN EQUITY, IN CONTRACT OR TORT, UNDER STATUTORY OR COMMON LAW OR PURSUANT TO THE TEXAS OR UNITED STATES CONSTITUTION(S) (INCLUDING ALL EXPENSES OF LITIGATION, COSTS, AND ATTORNEYS= FEES), KNOWN AND UNKNOWN, LOSSES, JUDGMENTS, FINES, DEMANDS, DAMAGES, LOSS OF USE OR SERVICES, OR INJURIES TO REAL AND/OR PERSONAL PROPERTY AND/OR PERSONS (INCLUDING DEATH) (COLLECTIVELY *CLAIMS*), CAUSED BY, ARISING OUT OF, TOUCHING UPON OR IN ANY WAY RELATING TO THE *PROGRAM* AND/OR THE PRESENCE, MALFUNCTION, MAINTENANCE, ADDITION, SUBSTITUTION, USE OR CONDITION OF ANY TANGIBLE PERSONAL OR REAL PROPERTY OWNED, LEASED, OPERATED, OR UTILIZED BY THE *CITY* IN CONNECTION WITH THE *PROGRAM* EVEN IF THE *CLAIM* IS THE RESULT OF THE ACTUAL OR ALLEGED SOLE NEGLIGENCE OF THE *CITY* AND/OR THE RESULT OF THE ACTUAL OR ALLEGED GROSS NEGLIGENCE OF THE *CITY*, AND/OR THE ACTUAL OR ALLEGED JOINT OR CONCURRENT NEGLIGENCE OF THE *CITY* AND ANY OTHER PERSON OR ENTITY, AND/OR THE ACTUAL OR ALLEGED STRICT, STATUTORY OR CONSTITUTIONAL LIABILITY OF THE *CITY*.

Finally, I hereby grant the *City* full and complete permission to use in legitimate promotions of the *Program* photographs, video shots and quotations from me.

Participant Signature

Participant Name

Student ID/ Driver's License Number

Date

If under 18, signature of Parent/Guardian

Printed Name of Parent/Guardian

Address

City

Zip

Phone

Email

Emergency Contact

Name

Relationship